

Town of Dunstable – Parks Commission and
General Government: Landscape and
Maintenance Invitation for Bids

Deliver Complete Bid Packages To:

Jake Voelker
Assistant Town Administrator
Town of Dunstable
511 Main Street
Dunstable MA 01827

Issued February 22, 2019

Due: March 27, 2019 at 2:00 p.m.

Late Proposals will be rejected.

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Overview of Landscape and Maintenance Invitation to Bid

The Town of Dunstable through its Parks Commission and Town Administrator's Office is seeking bids for Landscape and Maintenance Services including but limited to spring and fall clean ups, regular mowing, fertilization and weed control, and irrigation maintenance. Service specifications are detailed in Exhibit A of this Invitation to Bid.

The contracted services will be managed through two points of contact for the Town for the purpose of quality control and communication, one for the Parks Commission properties which will be a Park Commissioner and the other will be the Town Administrator or a designee for non-Park Commission properties. Figures 1 through 5 in Exhibit A are Park Commission properties; the other properties will fall under the Town Administrator.

The Town is seeking a three year contract and may choose to award the contract(s) to one or more vendors in one of the following two scenarios: 1) the Town may award contracts to two different vendors based on the segregation of Park Commission and General Government property; or 2) the Town may choose to award the contract for all properties to one vendor. **Important Note:** when proposing your price keep in mind that for Year 1 of the service requested for Parks Commission property will begin on July 1, 2019 while the service for other properties will begin with the normal spring clean-up in 2019 after contract award.

Potential vendors are encouraged to visit the properties before submitting a bid.

Questions concerning this Invitation to Bid should be put in writing to Philip DeNyse (Parks Commission) at pdenyse@verizon.net and Brian Palaia at bpalaia@dunstable-ma.gov before March 18, 2019. By March 20, 2019, the Town will provide a written response to these questions inquiries simultaneously. **Submissions must be made in a sealed envelope marked "Invitation to Bid: Town of Dunstable Landscape and Maintenance Services" and can be delivered to Assistant Town Administrator Jake Voelker by Wednesday, March 27, 2019 at 2:00 pm.**

Evaluation Criteria: Bidders must meet the following evaluation criteria:

- 1) Detail by narrative submission in a submittal letter with your bid submission sheet the equipment and staff that will be assigned to the contract; successful vendors must demonstrate they have primary and secondary staff and equipment
- 2) Demonstrate minimum length of business operations of 4 years;
- 3) Provide 3 satisfactory references
- 4) Provide completed Certificate of Non-collusion and Tax Compliance (attached)

Rule of Bid Award: The contract(s) will be awarded to the responsive and responsible vendor offering the Landscape and Maintenance Services specified in Exhibit A in the service periods described for the lowest price for the total year contract.

The Town reserves the right to reject any and all proposals. During the evaluation process, the Town reserves the right to request additional information or clarification from any Applicant, or to allow corrections of errors or omissions.

Exhibit A

Town of Dunstable- Parks Commission and General Government: Landscape and Maintenance Specification

1. **Landscape Services.** The Town of Dunstable Parks Commission shall require the following landscape services.
 - a. **Lawn Mowing.** The vendor shall provide mowing equipment and staff to cut the lawn at the frequency specified for the locations designated in the subsequent paragraphs.
 - i. **Area to be mowed.** The areas in need of recurring mowing are described in Figures 1 to Figure 5 as attached.
 - ii. **Frequency of the mowing.** Mowing will be accomplished on weekly basis from May 1st to October 15th on each Thursday and Friday, except between July 1 and August 31 where mowing will be accomplished on Monday or Tuesday.
 - iii. **Larter Field (Figure 4).** Mowing style and pattern defined. Wide area mowing of turf will be cut at 3 inches of height to maintain a neat appearance. Lawn edges and all fence posts must be line trimmed to maintain a neat appearance. Mowing patterns will be altered weekly to avoid ruts and tracks in the turf.
 - iv. **Town Common, Dunstable Fields, Union Parcel (Figures 1, 2, 3 & 5).** Mowing style and pattern defined. Wide area mowing of turf will be cut at 4" of height to maintain a neat appearance. Lawn edges and all fence posts must be line trimmed to maintain a neat appearance. Mowing patterns will be altered weekly to avoid ruts and tracks in the turf.
 - v. **Town Hall (511 Main Street), Police Station (23 Pleasant Street), and Library (588 Main Street).** Maintain turf to a height of 3" in order to maintain a neat appearance. Lawn edges shall be trimmed to maintain a neat appearance. All landscape beds will be maintained throughout the season by applying appropriate pre & post emergent weed controls in conjunction with hand weeding as needed.

- vi. Shaw Conservation Area (Corner of Pond and Pleasant Street, small park at edge of pond-Figure 6), Vernon English Square (Corner of Brook and Pleasant Street, small memorial of maintained turf.
- vii. Former Transfer Station, 225 Depot Street (Figure 7). Mow twice a year once in early June and once in mid to late September. Mowing in June must be coordinated with the Board of Health to accommodate timing for access to test well monitoring.
- b. Additional tasks specified based on time of year.
 - i. Larter Field
 - 1) Fertilization Care.
 - a) Round 1 early spring fertilization with pre-emergent crabgrass.
 - b) Round 2 late spring fertilization with post-emergent broad leaf weed control.
 - c) Round 3 summer fertilization with surface and sub-surface insect control.
 - d) Round 4 early fall fertilization with post-emergent broad weed control.
 - e) Round 5 late fall fertilization with lime.
 - f) Signs will be posted after each treatment.
 - 2) Slice Seeding and Aeration.
 - a) At Larter Field (Figure 4) slice seed and aerate one soccer field per year in the fall. Parks Commissions will determine the field for slice seeding and determine the date for the activity.
 - 3) Tree care for the fourteen (14) trees at Larter field. Provide edging, and mulch and trim any dead branches.
 - 4) Maintain the plantings around the Larter Field sign at the entrance road by accomplishing the following activities. In the spring, rake out, mulch, and provide 25 shade annuals plants.
 - ii. Town Common
 - 1) Fertilization.
 - a) Round 1 early spring fertilization with pre-emergent crabgrass.
 - b) Round 2 late spring fertilization with post-emergent broad leaf weed control.

- c) Round 3 summer fertilization with surface and sub-surface insect control.
- d) Round 4 early fall fertilization with post-emergent broad weed control.
- e) Round 5 late fall fertilization with lime.
- f) Signs will be posted after each treatment.

2) Bandstand.

- a) Maintain flower beds and bush garden area surrounding the bandstand. Edge, mulch, and weed the garden. Plant 50 sun annuals. Complete work before May 15th of each year of this contract.

3) Juvenile Trees (3) mulch and edge. Provide edging, and mulch and trim any dead branches.

4) Millstone on Town Common. Weed, mulch, and edge. Plant 20 sun annuals. Complete work before May 15th of each year of this contract.

iii. Dunstable Fields – Lower

1) Fertilization.

- a) Round 1 early spring fertilization with pre-emergent crabgrass.
- b) Round 2 late spring fertilization with post-emergent broad leaf weed control.
- c) Round 3 summer fertilization with surface and sub-surface insect control.
- d) Round 4 early fall fertilization with post-emergent broad weed control.
- e) Round 5 late fall fertilization with lime.
- f) Signs will be posted after each treatment.

2) Swallow Union Hill Maintenance.

- a) Cut the weeds on the hill side area behind the Swallow Union School as depicted in Figure 2, (purple outline). Accomplish the weed trimming on or about May 1st, June 1st, July 1st, and September 1st.

ii. Town Hall and Police Station

- 1) Spring Clean Up. All shrub and lawn areas cleaned of leaves and debris. Repair trees (up to 8' in height) and shrubs of minor winter damage in landscaped areas. Clean all shrub, tree, and mulched beds of leaves, and

debris. Edge all previously edged beds, walkways, and curbing to produce a clean sharp edge.

- 2) Irrigation Activation. Provide spring start-up of irrigation system. All water supplies are activated and pressurized. Program irrigation controllers and make adjustments to heads to maximize system coverage. All irrigation zones are tested, heads adjusted to maximize coverage, and cleaned of minor debris to ensure proper water flow.
- 3) Pruning and/or shape ornamental trees and shrubs once during the growing season to maintain a neat and natural shape. Seasonal pruning should be scheduled between June and August. Tree branches will be raised to above 8' wherever they overhang walkway, parking areas, fences, or buildings where appropriate and deemed not to be to the detriment of the tree. Pruning to be supervised by a Certified Landscape Professional.
- 4) Mulch Installation. Furnish and Install up to 6 cubic yards of mulch specified by the Town. Mulch may be installed by hand or use of mechanical blower. Clean up of work area upon completion of installation is included. Price should include all labor and materials.
- 5) Lawn Care – provide two rounds of lawn care. Late spring fertilization with post emergent broad leaf weed control as necessary and early fall fertilization with post emergent broad leaf weed control as necessary.
- 6) Fall Clean Up. Provide a single fall clean up to remove accumulated leaves and landscape debris from all finished lawn areas, beds, and parking areas. Remove all annual flowers from mulch beds and cut back select perennials for winter. Remove all accumulated landscape debris from site.

2. **Irrigation Maintenance Services.** The Town of Dunstable Parks Commission shall require the following irrigations services.

- a. Definition of location. Irrigation equipment is located at Larter Field on Groton Street.
- b. Spring Startup.
 - i. Spring startup of well pumps on or before April 1st of each year of the contract.

- ii. Charge all supply lines and bleed out air.
- iii. Confirm heads are working and adjust as needed.
- iv. Confirm watering schedule program.
- v. Responsible for maintaining sufficient watering schedule.
- c. Fall Shutdown and Winterization.
 - i. Drain all well pumps and water tanks on or before November 1st of each year of this contract. Remove water from supply lines from the pumps to the fields.



Figure 1.



Figure 2.



Figure 3.



Figure 4.

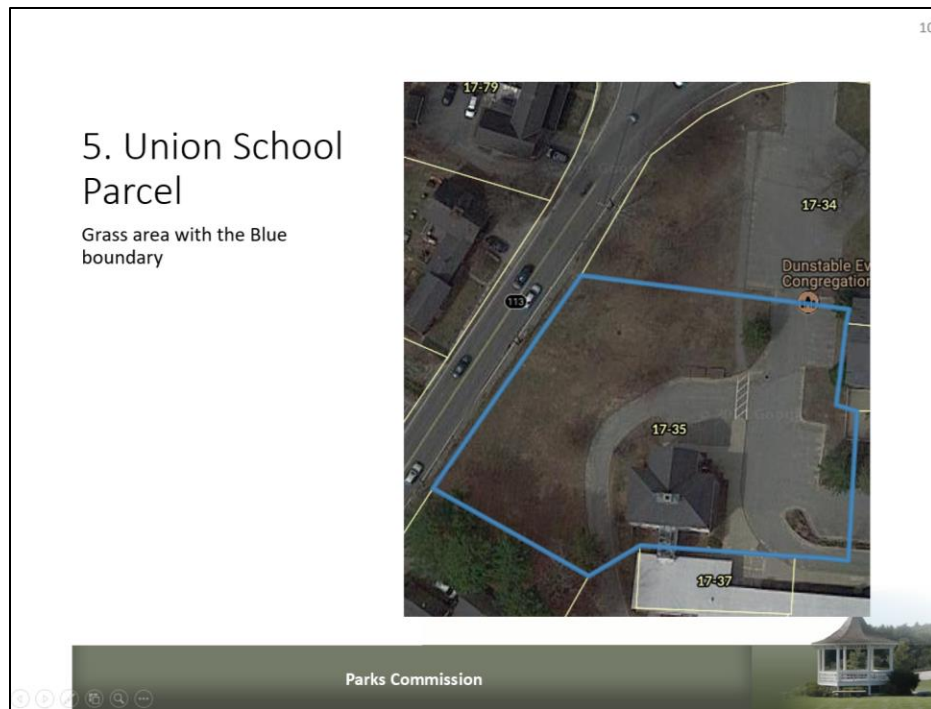


Figure 5.



Figure 6



Figure 7

Table of Approximate Mowing Acreage.

Common Term	Mowing Size Approximation (Acres)
Town Common	5.0
Dunstable Fields Upper Level	4.0
Dunstable Fields Lower Level	4.5
Larter Field	9.3
Union Parcel	0.8
Town Hall (511 Main)	1.5
Police Station (23 Pleasant St.)	<0.1
Library (588 Main St.)	0.3
Shaw Conservation (Pond and Pleasant St)	0.2
Vernon English Square (Brook and Pleasant)	<0.1

Standard Contract

Agreement between
the Town of Dunstable, Massachusetts
and

For

THIS AGREEMENT (this “Agreement”) made effective _____, by and between the **Town of Dunstable, Massachusetts**, a municipal corporation, acting by and through its Board of Selectmen, with a business address of Town Hall, 511 Main Street, Dunstable, Massachusetts 01827 (the “TOWN”), and _____ a [STATE] [ENTITY] with a business address of _____ (the “CONTRACTOR”). The TOWN and the CONTRACTOR are together the “Parties”, and individually a “Party.”

Recitals:

Whereas, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN as described below, and the CONTRACTOR is willing to accept such engagement, all in accordance with the terms set forth in this Agreement.

Now, therefore, in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article 1 - Engagement of the Contractor

- 1.1 The TOWN hereby engages the CONTRACTOR and the CONTRACTOR hereby accepts the engagement, to perform certain services for the TOWN As described in Article 2 of this Agreement.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR on the other, and the TOWN shall not have or exercise any control or direction over the means or methods by which the CONTRACTOR performs its work or function aside from such control or direction which are consistent with the independent contractor relationship contemplated in this Agreement.

Article 2 - Services of the Contractor

- 2.1 The CONTRACTOR will perform with services described in the Scope of Services set forth on Exhibit A of this Agreement (the “Work”).
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth in Exhibit A.

- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents, or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement, and the CONTRACTOR further agrees to perform services (either directly or through subcontractors) in a good, professional and workmanlike manner adhering to a reasonable standard of care in accordance with all applicable local, state, and federal ordinances, laws, rules, and regulations. The CONTRACTOR will obtain any and all permits, bonds, and other items required for the proper and legal performance of the Work.
- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not party to any agreement, contract, or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of “hard” copies, graphics, magnetic media, electronic media, or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be “work for hire” and the copyright hereto shall be the property of the TOWN.

Article 3 - Period of Services

- 3.1 Unless otherwise provided in Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the TOWN’s reasonable satisfaction (the “Term”).
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth in Exhibit A. The CONTRACTOR acknowledges that time is of the essence in this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement but the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, “Unavoidable Events”) which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

The CONTRACTOR shall notify the TOWN of an Unavoidable Event in writing within fourteen (14) days of the occurrence of the event. The CONTRACTOR shall provide documentation of the Unavoidable Event and the impacts of the project schedule and budget, acceptable to the TOWN, within thirty (30) days of the occurrence.

If an Unavoidable Event occurs which makes the performance of this Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days of written notice.

Article 4 - Payments to the Contractor

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth in Exhibit B of this Agreement.
- 4.2 The CONTRACTOR will bill the TOWN upon the completion of the Work unless otherwise provided in Exhibit B, with one or more invoices broken down to show the quantity of work performed, categories, and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.
- 4.4 The Work may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated in Exhibit B, the TOWN will not be obligated to pay an amount in excess of any maximum amount set forth in Exhibit B without the express written approval of the TOWN. The obligations of the TOWN under this Agreement are subject to the lawful appropriation of funds.

Article 5 - Termination

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or the CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include failure of a party to fulfill its material duties under this Agreement in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations under this Agreement except:
 - (a) the TOWN shall remain liable for payments of services and/or expenses of the CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the TOWN as a result of the CONTRACTOR's default, if any), as determined by the TOWN, but for no other amounts including, without limitation, claims due to lost profits on work not performed; and
 - (b) the CONTRACTOR shall remain liable for any damages, expenses, or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to this Agreement.

Article 6 - Insurance and Indemnification

- 6.1 The CONTRACTOR agrees to defend, indemnify and hold the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions, or negligence by the CONTRACTOR (including all its employees, agents and independent

contractors) in performing the Work or any breach of terms of this Agreement by such CONTRACTOR, and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement.

- 6.2 Before commencing the Work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies with a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits law.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the Work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combines single limit coverage owned, hired, and non-hired vehicle use.
 - (d) Errors and Omissions insurance of not less than \$1 million per claim.
 - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
 - (f) Such additional insurance as the TOWN may reasonably require as set forth in Exhibit A.

CONTRACTOR shall maintain such insurance during the Term of this Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies to the CONTRACTOR shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as additional named insured with respect to each such policy and such endorsement shall be reflected on the Certificate of Insurance to be delivered to the TOWN upon execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

Article 7 - General Provisions

- 7.1 Town's Right to Materials and Data. Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specification, reports, estimates, summaries, and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.

- 7.2 Assignments. Neither party may assign, transfer, or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Authority to Act. Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment, or termination, shall be made by the Board, Committee, or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body or unless such decision or action requires a vote of the Town in Town Meeting pursuant to applicable law.
- 7.4 Entire Agreement, Conflicts. This Agreement, together with Exhibit A (Scope of Work [including without limitation the Bid Documents, attached], Term) and Exhibit B (Payments), and any additional exhibits referred to in this Agreement, Exhibit A or Exhibit B (all together, the "Contract Documents"), constitute the entire agreement of TOWN and CONTRACTOR with respect to matters set forth therein and may not be changed, amended, modified, or terms waived except in writing signed by the TOWN and the CONTRACTOR. If there is any conflict among the provisions of the Contract Documents, those provisions most favorable to the TOWN shall govern.
- 7.5 Governing Law, Severability. This Agreement is governed by the law of the Commonwealth of Massachusetts and shall be constructed in accordance therewith. Any provision of this Agreement or the Contract Documents deemed to be inconsistent with state law shall be given no force or effect. In the event that a provision is deemed to be unlawful, it shall be severed from this Agreement, and at the option of the Town, the balance of the provision and/or this Agreement shall continue in full force and effect.
- 7.6 Tax Certification. Pursuant to M.G.L. c.62C, §49A, the individual signing this Agreement on behalf of the CONTRACTOR certifies, under the penalties of perjury, that, to the best of his/her knowledge and belief, the CONTRACTOR has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 7.7 Conflict of Interest Law. The CONTRACTOR's attention is called to M.G.L. c.268A. The CONTRACTOR shall not act in collusion with any TOWN officer, agent, employee, or any party regarding this Agreement, nor shall the CONTRACTOR make gifts regarding this Agreement or any other matter in which the TOWN has a direct or substantial interest.
- 7.8 Notices. All notices under this Agreement shall be in writing and shall be deemed received (i) upon delivery in hand, (ii) one business day after being sent by reputable overnight delivery or courier service providing for receipted delivery, or (iii) two business days after being sent by certified or registered mail, return receipt requested, postage prepaid; and addressed as follows:

To the Town:

Town of Dunstable
Attention: Town Administrator
Town Hall
511 Main Street
Dunstable, Massachusetts 01827

To the CONTRACTOR:

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto intending to be legally bound have caused their duly authorized representatives to set hands and seals on the dates set forth below.

TOWN:

By its Board of Selectmen

CONTACTOR:

By: _____

Name:

Title:

[Attach evidence of Corporate Authority]

EXHIBIT A

Scope of Services, Term

EXHIBIT B

Payments

Exhibit C: Bid Submission Sheet

Invitation to Bid: Town of Dunstable Landscape and Maintenance Services

	Price Proposal Sheet for Town of Dunstable Parks Commission and General Government: Landscape and Maintenance Specification							
			Annual Cost Year 1		Annual Cost Year 2		Annual Cost Year 3	
								Total Cost 3 Years
1)	Services for Park Properties*						-	
	(Figures 1-5)							
	Larter Field, Town Common, Dunstable Fields, Union Parcel							
2)	Services for General Government Properties							
	-							
	Including Town Hall, Police Station, Library, Shaw Conservation Area,							
	Vernon English Square, and Landfill							
3)	Services for General Government Properties							
	-							
	Price for contract including all Park and General Government Properties							
4)	Hourly Rate for Supplemental Service							
	Additional Mowing/Trimming as Requested							

*Reminder Year 1 Services for Park Commission Properties will not start until July 1, 2019

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

DATE: _____

BY: _____

Name of person signing Proposal:

SEAL if Applicant is by corporation:

Name of Applicant: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law Chapter 62C, § 49A, I hereby certify under penalties of perjury that the entity listed below has to the best of my knowledge and belief, complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Social Security or Federal I.D. Number

Signature: Individual or Corporate Officer

Date

Please Print

Corporate Name of Applicant

Address

PO Box

City, State, Zip Code

*Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Applicants who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or executed. This request is made under the authority of M.G.L. Ch. 62C, §49A.